

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,

Plaintiff,

v.

GLOBAL ALLIANCE REALTY &
MANAGEMENT SERVICES, LLC, *et*
al.,

Defendants.

Case No. 2020 CA 002926 B

Judge José López

CONSENT ORDER

This Consent Order (Order) is entered into between plaintiff the District of Columbia (the District) and defendants Global Alliance Realty & Management Services, LLC (Global Alliance) and William Amaya (Amaya) (collectively, defendants) to resolve the above-captioned case. The District, Global Alliance and Amaya (collectively, the Parties) agree to the entry of this Order.

I. THE PARTIES

1. Plaintiff the District of Columbia, a municipal corporation, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Office of the Attorney General for the District of Columbia is authorized to investigate, file and resolve legal actions seeking injunctive relief, restitution, civil penalties, attorney's fees and costs for

violations of the District of Columbia's laws, including the District of Columbia Human Rights Act (DCHRA), D.C. Code § 2-1401.01 *et seq.*

2. Defendant Global Alliance is a limited liability real estate company that provides services in the Washington metropolitan area.

3. Defendant Amaya is a Virginia-licensed real estate broker and property manager who leases residential real estate for property owners in the District and surrounding areas.

II. THE DISTRICT'S ALLEGATIONS

4. The District alleges as follows:

- a. The DCHRA provides that "it shall be an unlawful discriminatory practice to [make] any... statement, or advertisement, with respect to a transaction, or proposed transaction, in real property ... [that] unlawfully indicates or attempts unlawfully to indicate any preference, limitation, or discrimination based on the ... source of income ... of any individual." D.C. Code § 2-1402.21(a)(5). Rental payment from a Section 8 voucher is a source of income under the DCHRA. *See* D.C. Code § 2-1402.21(e) (expressly defining "source of income" broadly to encompass income from all legal sources, including funding from Section 8 of the United States Housing Act of 1937;" D.C. Code § 2-1402.02(29) (expressly defining "source of income" to include "federal payments"); OHR Guidance No. 16-01

(stating that source of income includes “short- and long-term rental subsidies” such as “Housing Choice Vouchers”).

- b. The DCHRA also provides that “it shall be an unlawful discriminatory practice to refuse or fail to initiate or conduct any transaction in real property” where such refusal or failure is “wholly or partially ... based on the actual or perceived ... race ... of any individual.” D.C. Code § 2-1402.21(a)-(a)(1). Over 90 percent of voucher holders in the District are African American.
- c. The DCHRA also provides that any real estate salesperson or broker that violates the discrimination provisions of the DCHRA is a danger to the public interest. *See* D.C. Code § 2-1402.23.
- d. On February 25, 2020 defendant Amaya, acting under the brokerage of defendant Global Alliance, posted a discriminatory advertisement for 3935 S Street, S.E., Apartment 2A, Washington, D.C. 20020 (the Property). The advertisement stated that the Property was a one-bedroom, one-bath condominium available to rent in the District. The advertisement stated “No Section 8” vouchers. The discriminatory advertisement was on Apartments.com. The Apartments.com advertisement was identified by the District on February 25, 2020 and was active for two weeks.
- e. Defendants’ statements in the Property’s Apartments.com posting that they would not rent to Housing Choice Voucher holders—“No

Section 8”—is a discriminatory advertisement based on the source of income of individuals in violation of D.C. Code § 2-1402.21(a)(5).

- f. Defendants’ advertisement and refusal to accept Section 8 voucher holders is also a discriminatory practice against African Americans in violation of D.C. Code § 2-1402.21(a)-(a)(1).
- g. As a real estate brokerage, defendant Global Alliance’s discriminatory acts are violations of the DCHRA and therefore have endangered the public interest.
- h. As a property manager, registered real estate broker, and salesperson, defendant Amaya’s discriminatory acts are a violation of the DCHRA and therefore have endangered the public interest.

III. DEFENDANTS’ POSITION

5. Defendants state as follows:

- a. Defendants do not admit to any violation(s) of law or regulation and defendants deny any intent to discriminate when placing the subject advertisement for rent of the Property.
- b. When posting the advertisement with Rentlinx, a subscription advertising service used by defendants, the default setting on the Rentlinx software program states “No Section 8 vouchers.” Defendants were distracted when posting the advertisement with Rentlinx and simply forgot to “toggle” or click the box to change the default setting as described above.

- c. There was no racial discrimination or intent by defendants to discriminate on the basis of race.
- d. After two or three days on the market, the Property was leased to an African-American.
- e. Defendants did not place an advertisement with Apartments.com, rather Apartments.com obtained the rental listing from Rentlinx's database.
- f. Defendants have no prior history of any complaints and they deny any liability or wrongdoing in this matter.

IV. THE PARTIES' AGREEMENT

6. The Parties disagree as to the facts of this case, but in an effort to resolve this case without further litigation and without any admission by defendants of any discrimination, violation of law or regulation or any wrongdoing by defendants, the Parties agree to settle this matter. The Parties voluntarily agree to the entry of this Order without trial or adjudication of any issue of fact or law as a full and final compromise settlement of all claims that the District has brought or could have brought in this case, and the District will take no further enforcement action against defendants as a result of the facts alleged in Case No. 2020 CA 002926 B. Nothing in the terms of this Consent Order shall be construed as an admission of wrongdoing by defendants, nor as an admission by the District that its claims are not well-founded.

V. APPLICATION

7. The provisions of this Order shall apply to Global Alliance and its principals, officers, directors and employees operating in the normal course of their employment with Global Alliance. The provisions of this Order shall also apply to contractors who provide services Global Alliance when such contractors are offering services in the District on behalf Global Alliance.

8. The provisions of this Order, including all terms of injunctive relief set forth herein, shall apply to Global Alliance for so long as Global Alliance offers services in Washington, D.C.

VI. INJUNCTIVE TERMS

9. Defendants shall not engage in any discriminatory practice with respect to providing real estate brokerage services in the District, including the posting of advertisements, that violates the DCHRA, D.C. Code § 2-1402.21.

10. Defendants shall not post advertisements that either expressly or implicitly indicate any preference against housing voucher holders.

11. For so long as Global Alliance continues to offer services in the District, Global Alliance shall maintain written policies that reflect the District of Columbia's laws regarding discrimination based on source of income and other protected categories under Section 2-1402.21. Global Alliance shall provide the policies required under this paragraph to all its current real estate agents, employees, management and corporate officers. Within the first 14 days of an individual's employment, Global Alliance shall provide the policies as required under this

paragraph to all new real estate agents and employees hired after the date of this Order. Global Alliance shall also provide the policies required under this paragraph to the District within 30 days of this Order.

12. For so long as Global Alliance continues to offer services in the District, Global Alliance shall provide training to all its real estate agents, employees and management on Section 2-1402.21 of the DCHRA regarding discrimination based on source of income and other protected categories and on the District's fair housing laws within 60 days of this Order.

13. For a period of three years after entry of this Order, on an annual basis, defendants shall submit to the District a sworn statement identifying any written complaints received by defendants alleging a violation, either formally or informally in writing, of the DCHRA. The statement shall include: (i) the date of the complaint and alleged incident; (ii) a summary of the complaint and alleged incident; and (iii) the remedial measures taken by defendants with respect to the complaint and alleged incident.

14. For a period of three years after entry of this Order, the defendants shall maintain records of all advertisements, notices or statements of available properties posted by either defendant, to be available for inspection by the District.

VII. MONETARY PROVISIONS

15. Within 30 days of the date of the entry of this Order, Defendants shall pay the District a total of \$2,808.00 (Two Thousand Eight Hundred and Eight Dollars) and a subsequent annual payment of \$2,808.00 (Two Thousand Eight Hundred and

Eight Dollars) over each of the next two years, to equal a total payment of \$8,424.00 (Eight Thousand Four Hundred and Twenty Four Dollars) to resolve all claims related to the claims that the District has brought or could have brought in this case. Payment under this paragraph shall be by cashier's or certified check or by wire transfer, made payable to the D.C. Treasurer and delivered to the District.

VIII. ADDITIONAL TERMS

16. This Consent Order represents the full and complete terms of the settlement entered by the Parties.

17. The Parties will file a stipulation of dismissal with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Superior Court Rules of Civil Procedure upon delivery of the initial payment to the District identified in paragraph 15 of this Order and the policies identified in paragraph 11.

18. The Parties may apply to the Court to modify this Consent Order by agreement at any time.

19. This Order shall be considered effective and fully executed on the date that the Court enters this Order. This Order may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

20. All notices under this Order shall be provided to the following address by first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Nadeen Saqer
Assistant Attorney General
Public Interest Division
Civil Rights Section
400 Sixth Street, N.W.
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(202) 805-7433
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For Defendants Global Alliance and Amaya:

Richard Miller
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6021 University Blvd., Suite 230
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FOR THE DISTRICT OF COLUMBIA:

KARL A. RACINE

Attorney General for the District of Columbia

Fernando Amarillas

FERNANDO AMARILLAS

Acting Deputy Attorney General

Public Interest Division

Dated: July 20, 2021

**FOR GLOBAL ALLIANCE REALTY & MANAGEMENT SERVICES, LLC
AND WILLIAM AMAYA:**

<i>William Amaya</i>	dotloop verified 07/15/21 1:59 PM EDT HU1H-ETVF-XCGP-RQXF
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William Amaya

Owner, Global Alliance

<i>William Amaya</i>	dotloop verified 07/15/21 1:59 PM EDT WIGB-TFE9-0XWU-P8LS
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William Amaya

Real Estate Broker, Global Alliance

Dated: 07/15/2021

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date

The Honorable José Lopez
Judge, The Superior Court of the
District of Columbia